

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Hogan & Hartson L.L.P.	2. Registration No. 2244
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3. Name of Foreign Principal

Nippon Telegraph and Telephone Corporation

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
See Item 8 below.

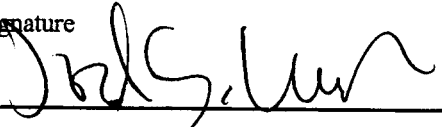
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide advice and representation with respect to telecommunications trade policy, laws and regulations as they affect the foreign principal's business operations, with particular focus on general U.S. Japan relations and U.S. trade law and policy regarding telecommunications services.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

From time to time, we may communicate or assist the foreign principal in its communications with U.S. Government officials regarding legislation and administrative or policy actions that affect the current and future interests of the foreign principal.

Date of Exhibit B	Name and Title	Signature
9/30/97	Joel S. Winnik, Partner	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

HOGAN & HARTSON
L.L.P.

COLUMBIA SQUARE
555 THIRTEENTH STREET NW
WASHINGTON DC 20004-1109
(202) 637-5600

JOEL S. WINNIK
PARTNER
DIRECT DIAL (202) 637-5657

BRUSSELS
LONDON
PARIS
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WARSAW
BALTIMORE, MD
BETHESDA, MD
McLEAN, VA

June 6, 1997

Keisuke Nakasaki
President
NTT America, Inc.
101 Park Avenue 40/41st Floor
New York, New York 10178

Dear Mr. Nakasaki:

We are very pleased that NTT America, Inc. ("NTT") has engaged Hogan & Hartson to advise the company concerning international trade matters. This letter sets forth the terms upon which we will provide our services to NTT.

I will have primary responsibility for this matter, and I expect that Jan Archibald will assist.

This retainer agreement will cover the period April 1, 1997 through March 31, 1998. The amount of the retainer will be \$55,000. Under this retainer agreement, Hogan & Hartson will provide advice to NTT concerning international trade matters and developments. The retainer will include the Weekly Report as well as separate reports on international trade matters as may be requested by NTT or identified by Hogan & Hartson as likely to be important to NTT and regular meetings to discuss international trade developments. We shall charge five hours per week to the preparation of this report for NTT. The total amount of work to be done by Hogan & Hartson under this retainer agreement shall be the number of hours which, when multiplied by the rates employed by Hogan & Hartson in the previous year for attorneys' time, yields \$55,000.

If it appears that the regular work requested by NTT will exceed the amount of this retainer, NTT will consider increasing the amount of the retainer to cover the estimated work required.

HOGAN & HARTSON L.L.P.

Keisuke Nakasaki

June 6, 1997

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My 1996 rate was \$325 per hour and Jan Archibald's hourly rate was \$295. Other 1996 rates in the Telecommunications Group ranged from \$110 to \$370. These rates will apply to NTT under this agreement until December 31, 1997. My 1997 rate is \$340 and Jan Archibald's rate is \$310. Other 1997 rates in the Telecommunications Group range from \$110 to \$385. These 1997 rates will apply to NTT under this agreement from January 1, 1998 to March 31, 1998.

Additional work will be subject to NTT authorization under special contracts.

The Weekly Report is expected to involve approximately half of the retainer amount.

The retainer will be paid in quarterly installments, following receipt of an invoice from Hogan & Hartson.

Other charges such as long distance telephone, postage, courier services, etc. will be billed separately, also on a quarterly basis. Hogan & Hartson will be happy to provide back-up data covering the other charges if NTT so requests. However, because of the time involved in fulfilling these requests, we respectfully request that NTT limit its requests to specific matters or to situations where the amount of other charges deviates substantially from the expected level.

As you know, Hogan & Hartson represents and in the future will represent other clients that are or may be involved in transactions or have other contacts with NTT and/or its affiliates. We understand that NTT consents to the firm's continued and future representation of such other clients without the need for any further consents from NTT when there is no direct conflict, such as where there is no direct relationship between such representation of such other clients and the matters the firm is handling for NTT, or where matters the firm is handling for either NTT or such other clients involve legislative or policy issues or administrative proceedings unrelated to the representation of the other client.

This will confirm our understanding that NTT is our client for specific matters on which it engages us, and we shall not be deemed to represent its affiliated corporations unless NTT advises us that such entities are directly involved in or affected by our representation of NTT.

Keisuke Nakasaki

June 6, 1997

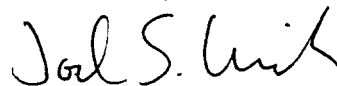
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Please note that, under certain circumstances, lawyers who lobby officials of the executive or legislative branches or federal agencies must publicly disclose such activities under the Lobbying Disclosure Act of 1995. If our activities on behalf of NTT trigger the Act's registration and reporting requirements, we will have to file reports, which will be made available to the public, disclosing our representation of NTT, the general nature of our "lobbying" activities on behalf of NTT, and the firm's income from such activities. We will bill NTT for any time spent complying with the Act's requirements in connection with matters handled for NTT.

If this correctly reflects our understanding, please sign, date, and return to me the enclosed copy of this letter. If you have any questions regarding any aspects of our representation, please call me.

Again, we are pleased to be working with you and NTT.

Sincerely,



Joel S. Winnik

NTT America, Inc.

By


Keisuke Nakasaki

Date

6/9/97

STANDARD SCHEDULE OF OTHER CHARGES

Other charges incurred in connection with this representation will be billed on the following basis until further notice: secretarial overtime resulting from time-sensitive or unusual requests from clients at \$32/hour, other staff at \$20/hour; outgoing facsimiles at discounted AT&T Direct Dial Long Distance rates (described below) plus \$1.50 per page; in-house photocopying at \$0.20/page; Word Processing at \$25/hour for operators and \$35/hour for proofreaders; \$1.80 binding charges for letter-size documents and \$2.10 for legal-size documents; and long distance charged at approximately 69% of standard AT&T Direct Dial Long Distance rates based on negotiated volume discount. The following items are billed at actual cost: computerized research, Federal Express and other overnight delivery services, postage, outside messengers, outside photocopies, transcripts, food services, and all additional charges.

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June 6, 1997

Keisuke Nakasaki
President
NTT America, Inc.
101 Park Avenue
40/41st Floor
New York, New York 10178

Dear Mr. Nakasaki:

We are very pleased that NTT America, Inc. ("NTT") has engaged Hogan & Hartson to advise the company concerning business and regulatory matters. This letter sets forth the terms upon which we will provide our services to NTT in connection with business and regulatory matters.

I will have primary responsibility for this matter, and I expect that other members of our Telecommunications and Corporate Groups will assist.

This retainer agreement will cover the period April 1, 1997 through March 31, 1998. The amount of the retainer will be \$66,000. Under this retainer agreement, Hogan & Hartson will provide advice to NTT concerning business and regulatory matters and developments. The retainer will include advice to NTT concerning business law and regulatory questions asked by NTT and reports on business developments and regulatory matters as may be requested by NTT or identified by Hogan & Hartson as likely to be important to NTT. The retainer will also include studies of specific business cases (e.g. proposed investments or acquisitions) requested by NTT, and regular meetings about business and regulatory matters. The amount of work to be done by Hogan & Hartson under this retainer agreement shall be the number of hours which, when multiplied by the rates employed by Hogan & Hartson in the previous year for attorneys' time, yields \$66,000.

Keisuke Nakasaki

June 6, 1997

Page 2

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